

BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA  
DOCKET NO. 2020-37-T - ORDER NO. 2020-328

APRIL 30, 2020

IN RE: Application of All My Sons of Columbia,	)	ORDER GRANTING
LLC for a Class E (Household Goods)	)	CLASS E CERTIFICATE
Certificate of Public Convenience and	)	WITH STATEWIDE
Necessity for Operation of Motor Vehicle	)	AUTHORITY
Carrier	)	

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of All My Sons of Columbia, LLC (“Applicant”) for a Class E (Household Goods) Certificate of Public Convenience and Necessity and Petition for Approval of Use of an Electronic Bill of Lading (“Petition”). The Applicant seeks authority to operate statewide. Notice of this matter was timely published pursuant to 10 S.C. Code Ann. Regs. 103-817(C)(3)(a); and no parties intervened.

A hearing on the Application and Petition was held on April 15, 2020, via videoconference per the Commission’s Directive dated April 3, 2020. Prior to the hearing, Office of Regulatory Staff (“ORS”) submitted a letter dated April 15, 2020, stating that it had no objection to the Application and found the Applicant fit, willing and able to operate in South Carolina. In addition, regarding the Petition, ORS stated in the same letter that it had reviewed the Petition and it did not oppose the Applicant’s request.

The parties at the hearing included the Applicant, represented by David Popowski, Esquire, and the Office of Regulatory Staff (“ORS”), represented by Alexander W. Knowles, Esquire. The Applicant presented the testimony of its Operations Manager

Joseph Daniel McNally. ORS offered Thomas McGill of the Office of Safety and Transportation for testimony by the Commission, but there were no questions.

Mr. McNally testified about his knowledge and experience in the moving industry and stated that he was aware of and intended to comply with the Commission's regulations concerning household goods movers. He further stated that Applicant receives inquiries for their services primarily by telephone and its website and turns down 30 to 40 leads per month for moves originating in or destined for the Midlands of South Carolina. Applicant is owned by AMS Group Holdco, LLC ("AMS Group"), a Delaware limited liability company that owns and operates approximately 63 separate All My Sons entities in 29 states<sup>1</sup> through its subsidiary All My Sons Business Development, LLC located at 2400 Old Mill Road, Carrollton, TX 75007.

During Mr. McNally's testimony, the Applicant tendered and without objection the Commission admitted the following Exhibits: 1. Amended Application; 2. Proposed Tariff, as amended; 3. Second Amended Bill of Lading; 4. Pictures of Applicant's facility and one of its vehicles; 5. U.S. Department of Transportation, Federal Motor Carrier Safety Administration's document regarding its Certificate MC No. 00054441 that permits Applicant to provide nationwide interstate service; and 6. Affidavit of shipper witness Nat Wallen.

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<sup>1</sup> GA, TX, LA, AL, FL, ID, CO, SC, NC, IL, OH, CT, NE, TN, MN, OK, KY, IN, MO, NV, AR, MD, PA, VA, MA, AZ, OR, RI, and UT. In addition, Applicant's four sister companies presently hold South Carolina intrastate certificates: (1) All My Sons of Charlotte South, LLC; (2) Moving With Moxie, LLC, dba All My Sons Moving & Storage of Hilton Head; (3) All My Sons Moving & Storage of Greenville, LLC; and (4) All My Sons Moving & Storage of Charleston, LLC.

Mr. Wallen stated that he is employed by Carolina One as a Realtor. Carolina One Real Estate operates in Charleston, Berkeley, Dorchester, and Colleton Counties with 12 offices and approximately 900 agents. He is regularly one of its top agents. In the course of Mr. Wallen's work, he recommends household goods movers to sellers and buyers, especially near the end of each month when many closings take place. As an established Realtor, Mr. Wallen stays current on the population and economic trends taking place across South Carolina, and they have shown very steady growth over the last decade. He believes there is a need for an additional household goods mover in South Carolina, particularly one that is a part of the All My Sons organization that enjoys a good reputation.

In response to the request by Commissioner Florence P. Belser, on April 17, 2020, following the hearing, Applicant filed a Third Amended Bill of Lading revising the arbitration provision to comport with South Carolina law.

Regarding the Petition, Mr. McNally elaborated on the procedure set forth in the Petition for the use of an electronic bill of lading that provides the same terms as a paper bill of lading but provides greater efficiency for both the carrier and shipper. In addition, a copy of the completed electronic bill of lading is provided to the shipper by email and upon request in printed copy form.

The Commission finds and concludes the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and 10 S.C. Code Ann. Regs. 103-133.

Furthermore, we find that the public convenience and necessity is not already being served by existing authorized service. Therefore, the Application of All My Sons of Columbia, LLC should be granted.

Finally, the Commission finds that Applicant's use of an electronic bill of lading is just and reasonable and therefore grants the Petition.

IT IS THEREFORE ORDERED:

1. The Application of All My Sons of Columbia, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods with operating authority statewide. Additionally, the Applicant's Tariff, marked as Hearing Exhibit 2 and Applicant's Third Amended Bill of Lading, marked as Late-Filed Hearing Exhibit No. 7, both of which are attached to this Order as Order Exhibit No. 1, are approved.

2. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety and other information required by S.C. Code Ann. Section 58- 23-10 et. seq. (1976), as amended, and by 10 S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, as amended, and 2 S.C. Code Ann. Regs. 38-400 through 38-503 (Supp. 2016) of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

3. Upon compliance with S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and the applicable Regulations for Motor Carriers, S.C. Code Ann. Regs. Vol.

10 (1976), as amended, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

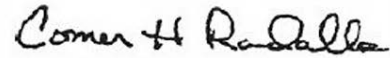
4. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

5. Failure of the Applicant to either (1) comply with all statutory and regulatory requirements within ninety (90) days of the date of this Order, or (2) request and obtain from the Commission additional time to comply with the requirements, shall result in this Order granting the Application to become null and void and the Application shall be dismissed without prejudice. In this event, no further order of this Commission is necessary pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014). The ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. After such notification, the Docket shall be closed.

6. Applicant is authorized to use an electronic bill of lading that is consistent with the Third Amended Bill of Lading filed in this matter.


This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



Comer H. "Randy" Randall, Chairman

ATTEST:



Jocelyn Boyd, Chief Clerk/Executive Director

**AMS TARIFF NO. 1**

All My Sons of Columbia, LLC

JOINT AND LOCAL RATES  
APPLYING ON

HOUSEHOLD GOODS

TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE  
TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA  
HOUSEHOLD GOODS TARIFF

EFFECTIVE DATE:

ISSUED BY:  
All My Sons of Columbia, LLC



## All My Sons of Columbia, LLC

I. Packing/Moving/Labor Rates:A. October 1 through April 15 (Off-Peak)

## 1. Tuesday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$104.00
Van + 3 men	\$134.00
Van + 4 men	\$174.00

## 2. Friday through Monday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$119.00
Van + 3 men	\$149.00
Van + 4 men	\$179.00

**Note:** First 3 days & last 3 days of each month and Holidays will be charged Friday through Monday rates.

B. April 16 through September 30 (Peak)

## 1. Tuesday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$119.00
Van + 3 men	\$149.00
Van + 4 men	\$179.00

## 2. Friday through Monday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$129.00
Van + 3 men	\$159.00
Van + 4 men	\$199.00

**Note:** First 3 days & last 3 days of each month and Holidays will be charged Friday through Monday rates.

**Notes:**

1. \$40 charge per hour per additional man.
2. Standard rates charged for each additional van. Example: The hourly rate for an off-peak Tues through Thurs move with 2 vans + 4 men is \$208.00 (\$104.00 + \$104.00).



3. 2-hour labor minimum on all moves.
4. A one-time trip charge of one hour (at the applicable hourly rate) will be charged for moves originating within 0-50 miles from the Columbia office / warehouse
5. Round trip travel time will be charged for any move travelling more than 50 miles one way. Round trip travel time is calculated by multiplying the applicable hourly rate times the actual mileage traveled divided by 50. (e.g. 150 miles traveled / 50 = 3 x \$104 (off peak Tues-Thurs van + 2 men) = round trip travel charge of \$312.00).
6. Wait time not caused by the carrier will be charged at the applicable hourly rate.
7. A charge of \$75.00 will be applied for each additional stop other than the final destination
8. For all active members of the Armed Forces, the carrier may utilize its off-peak rates, regardless of season.
9. Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:
  - (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
  - (b) Where the time involved is more than 15 minutes but less than 30 minutes, the charge shall be for one half hour.
  - (c) Where the time involved is more than 30 minutes but less than 45 minutes, the charge shall be for three quarters of an hour.
  - (d) Where the time involved is more than 45 minutes, the charge shall be for one hour.
10. The carrier will not charge for overtime.
11. Overnight truck storage fee \$250, per truck, per day.

## II. Fuel Surcharge

A fuel surcharge of 12% of the total charges (labor travel and materials) will be added to each bill.

## III. Packing Containers (Material Prices)

Packing Containers/Material will be charged at Market Value price.

## IV. Bulky Items

Motorcycles	\$80.00
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Piano / Pipe organ 400 pounds or more	\$75.00
Grand Piano	\$75.00
Safe	\$75.00
Hot Tub	\$150.00
Riding Mower	\$75.00
Canoe / Small Boat	\$75.00

#### V. Billing / Other

Carrier requires payment in cash, a valid credit or debit card or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier prior to the start of the move.

#### VI. Rules and Regulations

##### A. **Claims**

1. All claims for loss, damage or overcharge must be in writing and attached to the Bill of Lading.
2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. All My Sons of Columbia, LLC must be given a reasonable opportunity to inspect the damaged items.
3. Customer(shipper) is required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article unless specifically expected. The customer (shipper) hereby declares valuations in excess of the above limits on the following articles: No additional valuation purchased.

##### B. **Computing Charges**

1. All My Sons of Columbia, LLC rates and charges are computed by multiplying the applicable hourly rate by the time as provided in Section I plus additional charges for packing containers, storage, fuel and bulky items as providing in Sections I, II, III, IV and V.
2. All My Sons of Columbia, LLC reserves the right to offer and run special promotions from time to time. Any such promotions will be submitted to the Public Service Commission for approval, filed with ORS, and attached to the bill of lading.

**C. Governing Authorities**

1. All My Sons of Columbia, LLC rates and charges are governed by the terms and conditions of its tariff, the Rules and Regulations of the South Carolina Public Service Commission and the laws of the state of South Carolina.

**D. Items of Particular Value**

1. All My Sons of Columbia, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. All My Sons of Columbia, LLC will not accept responsibility for safe delivery of such articles if they come into All My Sons of Columbia, LLC's possession with or without All My Sons of Columbia, LLC's knowledge.

**E. Bill of Lading, Contract Terms and Conditions**

1. Each customer will be provided with a copy of All My Sons of Columbia, LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto as Addendum A, are hereby incorporated by reference as if they were repeated verbatim here.
2. Each customer will be provided with a copy of All My Sons of Columbia, LLC's Notice of Limitation of Liability for items constructed of pressboard, particle board and engineered wood furniture. A copy of this Notice is attached hereto as Addendum B and its terms are incorporated by reference as if they were repeated verbatim here.
3. Each customer will be provided with a copy of All My Sons of Columbia, LLC's Customer Checklist. A copy of this Checklist is attached hereto as Addendum C and its terms are incorporated by reference as if they were repeated verbatim here.

**F. Delays**

1. All My Sons of Columbia, LLC is not liable for any delays in transporting household goods resulting from an act of God.

## NOTICE

### LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD

Furniture manufactured from pressboard, particleboard, and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, irreparable damage. ***When a shipper elects to ship an article as defined herein, and notwithstanding the language contained in this Notice, in no case shall the liability of the carrier exceed \$.60 per pound per article or \$50.00 per article, whichever is greater.***

☐ **Option 1** I/we choose to disassemble and reassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage to the pressboard, particleboard, and/or engineered wood furniture, which may occur during the disassembly of the furniture.

☐ **Option 2** I/we have engaged the services of another individual or company to disassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage, which may occur to the pressboard, particleboard, and/or engineered wood during the disassembly of the unit(s).

☐ **Option 3** I/we am/are tendering furniture constructed of pressboard, particleboard, and/or engineered wood fully assembled as part of our move. I/we understand that any claim for damage to the pressboard, particleboard, and /or engineered wood furniture may be denied due to the inherent vice, based on the fact that fully assembled all pressboard, particleboard, and /or engineered wood furniture is inherently susceptible to damage as outlined above.

**SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, or 3.**

\_\_\_\_\_  
NAME OF SHIPPER, OWNER OR CONSIGNEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF SHIPPER, OWNER, OR CONSIGNEE



**\*\*\* Customer Please Read Carefully, This for your Protection!\*\*\***

1. **Items Left:** All My Sons Moving & Storage cannot be held responsible for items left at residence after loading. It is the customer's responsibility to make sure the nothing is left behind. Please be sure to go room by room with your driver to make sure everything is out prior to truck leaving job. **Initial:** \_\_\_\_\_
2. **Packed By Owner or "PBO":** Damages incurred to "PBO" items can not be compensated for the event of a claim as we did not pack these items & are unaware of their existing condition. **Initial:** \_\_\_\_\_
3. **Valuables:** Never pack money(including coins), jewelry, Important papers, medicine, or other irreplaceable family heirlooms on the moving truck. Please carry these items with you to protect their value. **Initial:** \_\_\_\_\_
4. **Appliances/Electronics:** All My Sons Moving & Storage cannot disconnect or reconnect any gas, plumbing or electrical items. Our men are not qualified nor allowed procedural to do this. All sensitive electronics and TVs (Plasma,LCD, LED) will need to go into their original boxes or crate will need to be built for their protection. We can provide this for you at an additional charge. **Initial:** \_\_\_\_\_
5. **Firearms/Chemicals:** We are PROHIBITED BY LAW from transporting firearms, ammunition, gun powder, primer, paints, fuel, or chemicals of any kind. All these items the customer is responsible for moving. **Initial:** \_\_\_\_\_
6. **Walls, Banisters, floors, ceiling, etc:** While attempting to move any furniture or other items into or out of any area of the home or property, the customer hereby accepts all responsibility for any piece, and any damage which may occur. **Initial:** \_\_\_\_\_
7. **Payment:** All My Sons Moving & Storage collects payment on delivery. All My Sons does not do any post billing. We accept Cash and Major Credit and Debit Cards: **Initial:** \_\_\_\_\_
8. **Valuation:** The customer is required to declare in writing the releases value of the property. The agreed or declared value of the property is hereby specifically stated by the customer and confirmed by their initials hereon to be not exceeding **60 cents per pound per article** unless specifically accepted. The customer hereby declares valuations in excess of the above limits on the following articles: **NO ADDITIONAL VALUATION PURCHASED.** **Initial:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## EXHIBIT 7

THIS AGREEMENT IS SUBJECT TO SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.

UNIFORM HOUSEHOLD GOODS BILL OF LADING

CARRIER REF. BOL NO.

All My Sons of Columbia, LLC  
1424 Bluff Road, Columbia, SC 29201  
(803) 219-2804

PSC/ORS No.

SHIPPER \_\_\_\_\_  
COMPANY \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY & STATE \_\_\_\_\_  
TELEPHONE \_\_\_\_\_

CONSIGNEE \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY & STATE \_\_\_\_\_  
NOTIFY IN CASE OF DELAY \_\_\_\_\_ CHARGES \_\_\_\_\_  
NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
BILL TO \_\_\_\_\_  
CITY & STATE \_\_\_\_\_  
ATTN \_\_\_\_\_ NO \_\_\_\_\_

AGREED LOAD DATES: \_\_\_\_\_

AGREED UNLOAD DATES: \_\_\_\_\_

NOTE: SHIPPER MUST INDICATE CHOICES MADE ON BOTH OF THE ITEMS SHOWN BELOW BY INITIALING THE APPROPRIATE LINE. (Valuation)

VALUATION: Shipper must initial the option selected

Basic Value Protection. I release this shipment to a value of 60 cents per pound per article. This lower level of protection is provided at no additional cost beyond the base rate. However, it provides only minimal protection that is considerably less than the average value of household goods.

Depreciated Value Protection. I release this shipment at an amount not to exceed replacement value at the time of loss or damage, up to the dollar amount of valuation I declare of \$\_\_\_\_\_. (Declared value must be a minimum of at least \$5,000.00)

See attached "Addendum to Uniform Household Goods Bill of Lading."

EXTRAORDINARY VALUE ARTICLE DECLARATION

I acknowledge that I have prepared and retained a copy of "Inventory of Items Valued in Excess of \$2,000 or \$100 Per Pound Per Article" and that I have given a copy of this inventory to the carrier's representative. I also acknowledge that the carrier's liability for loss of or damage to any article valued in excess of \$2,000 or \$100 per pound per article will be limited to \$100 per pound for each pound of the damaged article (based on actual article weight) not to exceed the declared value of the entire shipment, unless I have specifically identified such articles on the inventory and for which a claim for loss or damage is made.

SIGNED: \_\_\_\_\_

DELIVERY RECEIPT: To be signed when shipment is received by carrier.  
All property was received in good condition, except as noted on the inventory form.  
Driver's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I have read this contract and its attachments thoroughly and release my property to the carrier subject to the terms and conditions thereof.  
Shipper's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

DELIVERY RECEIPT: To be signed at time of delivery.  
All property was received in good condition, except as noted on the inventory form.  
Shipper's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

QUESTIONS ABOUT THIS FORM OR YOUR MOVE?

Call the Consumer Services Division of the South Carolina Office of Regulatory Staff (ORS) @ 1-800-822-1531 or 803-737-5230

H O U R L Y	Time Move Started				
	Time Move Finished				
	Travel Charge				
		Men	Hours	Rates	Charges
	Regular Hours				
	Overtime Hours				
	Full Value Protection				
	Total Hourly Charges				

P A C K I N G	Description	Quantity	Rate	Charges

	ORIGINAL	REWEIGH	TOTAL PACKING CHARGES
LBS. GROSS			
LBS. TARE			
LBS. NET			
BREAK POINT WT.			

Tariff	Sec	Miles	Weight	Rate	Line Haul Charges
AMS Tariff	No. 1				

Description	Rate	Charges
Extra Pick-up or Delivery (Origin)		
Extra Pick-up or Delivery (Destination)		
Excessive Distance Carry at Origin	ft.	
Excessive Distance Carry at Destination	ft.	
Flight Carry at Origin		
Flight Carry at Destination		
Piano Handling		
Safe Handling		
Bulky Articles		
Additional Labor		
Third Party Charges		
Waiting Time		
Discount Received		
Discount Towards Claims Received		
Fuel Surcharge		
Full Value Protection		

Storage-in-Transit	Rate	Charges
Transportation To or From Warehouse	lbs.	
Warehouse Handling		
Storage From To No Mos.		
Extended Valuation		

Payment Acknowledgement	Total	Total Charges
Prepayment Received		
By		Prepayment
Payment Received at Destination		
By		Balance Due

## CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

This contract is subject to all rules, regulations, rates, and charges in its Tariff on file with the South Carolina Public Service Commission (SCPSC) including, but not limited to, the following terms and conditions:

**SECTION 1:** The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

- (a) From an act, omission, or order of shipper,
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces, or (C) by an agent of any government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction wider quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;
- (d) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder; and
- (e) From Acts of God.

**SUBJECT,** in addition to the foregoing, the following limitations apply on the carrier's liability:

The carrier's maximum liability shall be one of the following:

- (1) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article; or
- (2) Depreciated Replacement value of the lost or damaged item beyond repair provided that the shipper elects such valuation coverage and agrees to pay applicable rates or the option of satisfactory repairs.

FURTHER, a shipper's failure to notify the carrier in writing that an article having a value that exceeds \$2,000 or \$100 per pound will be included in the shipment will restrict the carrier's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

**SECTION 2.** The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

**SECTION 3.** Shipper's or consignor's and/or consignee's liability shall include the following:

- (a) The shipper (individual or commercial) and consignor upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.
- (b) Shipper and/or consignor acknowledge that no explosives and or dangerous articles or goods shall be contained in shipment. However, shipper and/or consignee shall indemnify carrier against any loss or damage caused by the negligent or intentional inclusion of explosives or dangerous goods therein.

**SECTION 4.** If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and were held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

**SECTION 5.** If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days' notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

**SECTION 6.** As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within nine (9) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed, and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid. **SUBJECT TO APPLICABLE LAW, ANY CLAIM OR DISPUTE BETWEEN YOU AND ALL MY SONS OF COLUMBIA LLC ("CARRIER") ARISING FROM OR IN CONNECTION WITH THE TRANSPORTATION OF YOUR GOODS (A "DISPUTE") IN SOUTH CAROLINA INTRASTATE COMMERCE WHETHER UNDER STATE, OR LOCAL LAW, INCLUDING ANY VIOLATION OF ANY APPLICABLE LAW OR REGULATION, SHALL BE RESOLVED BY MANDATORY ARBITRATION IN RICHLAND COUNTY, SOUTH CAROLINA IN ACCORDANCE WITH SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.**



## NOTICE

### LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD

Furniture manufactured from pressboard, particleboard, and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, irreparable damage. *When a shipper elects to ship an article as defined herein, and notwithstanding the language contained in this Notice, in no case shall the liability of the carrier exceed \$.60 per pound per article or \$50.00 per article, whichever is greater.*

☐ **Option 1** I/we choose to disassemble and reassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage to the pressboard, particleboard, and/or engineered wood furniture, which may occur during the disassembly of the furniture.

☐ **Option 2** I/we have engaged the services of another individual or company to disassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage, which may occur to the pressboard, particleboard, and/or engineered wood during the disassembly of the unit(s).

☐ **Option 3** I/we am/are tendering furniture constructed of pressboard, particleboard, and/or engineered wood fully assembled as part of our move. I/we understand that any claim for damage to the pressboard, particleboard, and /or engineered wood furniture may be denied due to the inherent vice, based on the fact that fully assembled all pressboard, particleboard, and /or engineered wood furniture is inherently susceptible to damage as outlined above.

**SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, or 3.**

\_\_\_\_\_  
NAME OF SHIPPER, OWNER OR CONSIGNEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF SHIPPER, OWNER, OR CONSIGNEE

**ADDENDUM TO UNIFORM HOUSEHOLD GOODS BILL OF LADING****SHIPPER DECLARATION OF VALUE****IMPORTANT:** There are two (2) options available to cover loss and/or damages:

**OPTION 1:** **Basic Value Protection:** This lower level of value protection is provided at no additional cost. However, it only provides minimal protection that is considerably less than the average value of household goods. The carrier's maximum liability shall be \$.60 per pound for the actual weight on any lost or damaged article or articles, if the shipment has been expressly released by the shipper to such value per article. Under this option, a claim for any article that may be lost, destroyed or damaged while in the custody of your mover will be settled based on the weight of the individual article multiplied by 60 cents. For example, damages to an item weighing 400 pounds would result in a maximum claim settlement of \$240. Basic Value Protection provides minimal protection, and it is possible that settlement of any claim under this level of valuation will not be satisfactory to you.

**OPTION 2:** **Depreciated Value Protection (Full Value Protection):** This optional premium coverage provides repair or replacement coverage based on current Depreciated Replacement value at the time of loss or damage, up to the dollar amount of valuation declared. The additional cost is based on the actual value declared as defined below. Carrier shall have the option of repairing and/or restoration of damaged items to their original condition or offering a dollar amount equivalent to the items depreciated value. **Declared value must be at least \$5,000.00.**

**Premium for FVP:**

- \$25.00 per \$1,000 of valuation selected  
(Example: \$5,000 in FVP = \$125.00 premium)

- **Deductible Paid upon claim: \$300** (will be subtracted from any settlement amount)

**\*\* DECLARATION \*\***

Prior to the move, the shipper must select one of the options listed below. If the carrier fails to require the shipper to choose one of the liability options, the shipper will be considered to have chosen Option 1 (Basic Value Protection).

Shipper hereby releases the entire shipment to a value not exceeding:

\_\_\_\_\_  
Signature of Shipper and Date

Option 1 – Basic Value Protection - \$.60 per pound per article.

\_\_\_\_\_  
Signature of Shipper and Date

Option 2 - Depreciated Value Protection – A declared lump sum value of \$ \_\_\_\_\_

This document shall be completed and signed **PRIOR TO MOVE** and made a permanent part of the Bill of Lading.

BILL OF LADING/ORDER NO: \_\_\_\_\_ DATE \_\_\_\_\_

NAME OF SHIPPER \_\_\_\_\_

( ) HOURLY RATED MOVE

( ) WEIGHT & DISTANCE MOVE

CARRIER REPRESENTATIVE \_\_\_\_\_

SIGNATURE